

KJ

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

FILED

UPTOWN PRODUCE CONNECTION, INC.)
Plaintiff,)

v.)

TRI-COUNTY PRODUCE, INC., ANGELO)
MARANO; DAVID MARANO; and PATRICIA)
MARANO,)

Defendants.)

JUL 15 2008
JUL 15 2008
MICHAEL W. DOBBINS
CLERK, U.S. DISTRICT COURT

Case No. 08-cv-3660
Judge Norgle
Magistrate Judge Nolan

-----)
STRUBE CELERY & VEGETABLE CO.,)
MICHAEL J. NAVILIO & SON, INC.,)
COOSEMANS CHICAGO, INC.)

Intervening Plaintiffs,)

v.)

TRI-COUNTY PRODUCE, INC., ANGELO)
MARANO, DAVID MARANO, and PATRICIA)
MARANO,)

Defendants.)

Hearing:
Date: July 18, 2008
Time: 10:30 am
Judge: Hon. Charles Norgle

**COMPLAINT IN INTERVENTION
(To Enforce Payment From Produce Trust)**

Strube Celery & Vegetable Co., Michael J. Navilio & Son, Inc., and Coosemans Chicago, Inc. ("Intervenors"), for their complaint in intervention against defendants, Tri-County Produce, Inc., Angelo Marano, David Marano, and Patricia Marano, allege as follows:

JURISDICTION AND VENUE

1. Subject matter jurisdiction is based on Section 5(c)(5) of the Perishable Agricultural Commodities Act, 7 U.S.C. §499e(c)(5) (hereafter "the PACA"), 28 U.S.C. §1331 and 28 U.S.C. §2201.

2. Venue in this District is based on 28 U.S.C. §1391 in that (a) intervening plaintiff's claim arose in this district and (b) defendants reside in this district.

PARTIES

3. a. Intervening plaintiff, Strube Celery & Vegetable Co. ("Strube"), an Illinois corporation with its principal place of business in Chicago, Illinois, is engaged in the business of buying and selling wholesale quantities of perishable agricultural commodities (hereafter "produce") in interstate commerce and was at all times pertinent herein, a dealer subject to and licensed under the provisions of the PACA as a dealer.

b. Intervening plaintiff, Michael J. Navilio & Son, Inc. ("Navilio"), an Illinois corporation with its principal place of business in Chicago, Illinois, is engaged in the business of buying and selling wholesale quantities of perishable agricultural commodities (hereafter "produce") in interstate commerce and was at all times pertinent herein, a dealer subject to and licensed under the provisions of the PACA as a dealer.

c. Intervening plaintiff, Coosemans Chicago, Inc. ("Coosemans"), an Illinois corporation with its principal place of business in Chicago, Illinois, is engaged in the business of buying and selling wholesale quantities of perishable agricultural commodities (hereafter "produce") in interstate commerce and was at all times pertinent herein, a dealer subject to and licensed under the provisions of the PACA as a dealer.

4. a. Defendant, Tri-County Produce, Inc. ("Tri-County"), a corporation with a principal place of business in Elgin, Illinois, is engaged in the business of buying

wholesale quantities of produce in interstate commerce and was at all times pertinent herein, a dealer subject to and licensed under the provisions of the PACA as a dealer.

b. Defendant, Angelo Marano, was the owner, officer, manager and director of Tri-County, during the period of time in question who controlled the day to day operations of Tri-County and was in a position of control over the PACA trust assets belonging to plaintiffs.

c. Defendant, David Marano, was the owner, officer, manager and director of Tri-County, during the period of time in question who controlled the day to day operations of Tri-County and was in a position of control over the PACA trust assets belonging to plaintiffs.

d. Defendant, Patricia Marano, was the owner, officer, manager and director of Tri-County, during the period of time in question who controlled the day to day operations of Tri-County and was in a position of control over the PACA trust assets belonging to plaintiffs. (Tri-County, Angelo Marano, David Marano, and Patricia Marano are hereinafter collectively referred to as "Tri-County Defendants").

GENERAL ALLEGATIONS

5. This action is brought to obtain declaratory relief and to enforce the trust provisions of P.L. 98-273, the 1984 amendment to Section 5 of the PACA, 7 U.S.C. §499e(c).

6. Between May 20, 2008, and June 26, 2008, intervening plaintiff Strube sold and delivered to the Tri-County defendants, in interstate commerce, \$10,642.00 worth of wholesale quantities of produce which remains unpaid.

7. Between May 13, 2008, and June 26, 2008, intervening plaintiff Navilio sold and delivered to the Tri-County defendants, in interstate commerce, \$9,119.50 worth of

wholesale quantities of produce which remains unpaid.

8. Between June 4, 2008 and June 26, 2008, intervening plaintiff Coosemans sold and delivered to Tri-County defendants, in interstate commerce, \$2,986.00 worth of wholesale quantities of produce which remains unpaid.

9. The Tri-County defendants accepted the produce from intervening plaintiffs.

10. At the time of receipt of the produce, intervening plaintiffs became beneficiaries in a statutory trust designed to assure payment to produce suppliers. The trust consists of all produce or produce-related assets, including all funds commingled with funds from other sources and all assets procured by such funds, in the possession or control of defendants since the creation of the trust.

11. Intervening Plaintiffs Strube and Navilio preserved their interests in the PACA trust by sending invoices to the Tri-County defendants which contained the language required by 7 U.S.C. § 499e(c)(4) and remain beneficiaries until full payment is made for the produce. A sampling of invoices from Strube and Navilio to Tri-County defendants are attached hereto as Exhibits A and B. All of the invoices from Strube and Navilio to Tri-County defendants contain the requisite statutory language.

12. Intervening Plaintiff Coosemans preserved its interest in the PACA trust by sending a written notice of intent to preserve trust benefits to the Tri-County defendants pursuant to 7 U.S.C. § 499e(c)(3) and remains a beneficiary until full payment is made for the produce. A copy of the notice of intent to preserve trust benefits is attached hereto as Exhibit C. A sampling of invoices from Coosemans to Tri-County defendants is attached hereto as Exhibit D.

13. Despite demand for payment, the Tri-County defendants have failed and refuse to pay intervening plaintiffs for the wholesale quantities of produce supplied by intervening plaintiffs, and have advised intervening plaintiffs they are unable to do so at this time. Upon information and belief, Tri-County has ceased operations.

14. The Tri-County defendants' failure and inability to pay, as well as the cessation of operations without paying intervening plaintiffs, indicate that they are failing to maintain sufficient assets in the statutory trust to pay intervening plaintiffs and are dissipating trust assets.

Count 1

(Failure to Pay Trust Funds)

15. Intervening plaintiffs incorporate each and every allegation set forth in paragraphs 1 to 14 above as if fully set forth herein.

16. The failure of the Tri-County defendants to make payment to intervening plaintiffs of trust funds in the collective amount of \$22,747.50 from the statutory trust is a violation of PACA and PACA regulations, and is unlawful.

WHEREFORE, intervening plaintiffs requests an order enforcing payment from the trust by requiring immediate payment of \$10,642.00 to Strube, \$9,119.50 to Navilio, and \$2,986.00 to Coosemans, and for such other and further relief as the Court deems appropriate.

Count 2

(Failure to Pay For Goods Sold)

17. Intervening plaintiffs incorporate each and every allegation set forth in paragraphs 1 to 16 above as if fully set forth herein.

18. The Tri-County Defendants failed and refused to pay intervening plaintiffs \$22,747.50 owed to intervening plaintiffs for produce received by them from intervening plaintiffs.

WHEREFORE, intervening plaintiffs request judgment in the amount of \$10,642.00 to Strube, \$9,119.50 to Navilio, and \$2,986.00 to Coosemans against the Tri-County defendants, jointly and severally, and for such other and further relief as the Court deems appropriate.

Count 3

(Unlawful Dissipation of Trust Assets by
a Corporate Official – Angelo Marano)

19. Intervening plaintiffs incorporate each and every allegation set forth in paragraph 1 to 18 above as if fully set forth herein.

20. Defendant, Angelo Marano, was an owner, officer and director who operated Tri-County during the period of time in question and who was in a position of control over the PACA trust assets belonging to intervening plaintiffs.

21. Defendant, Angelo Marano, failed to direct the corporation to fulfill its statutory duties to preserve PACA trust assets and pay intervening plaintiffs for the produce supplied.

22. Defendant, Angelo Marano's failure to direct the corporation to maintain PACA trust assets and pay intervening plaintiffs for the produce they supplied was an unlawful dissipation of trust assets by a corporate official.

23. As a result of said unlawful dissipation of trust assets, intervening plaintiffs have been deprived of their rights as beneficiaries in the produce trust and have been denied payment for the produce they supplied.

WHEREFORE, intervening plaintiffs requests judgment against defendant, Angelo Marano, in the amount of \$10,642.00 to Strube, \$9,119.50 to Navilio, and \$2,986.00 to Coosemans, and for such other and further relief as the Court deems appropriate.

Count 4
(Unlawful Dissipation of Trust Assets by
a Corporate Official – David Marano)

24. Intervening plaintiffs incorporate each and every allegation set forth in paragraph 1 to 23 above as if fully set forth herein.

25. Defendant, David Marano, was an owner, officer and director who operated Tri-County during the period of time in question and who was in a position of control over the PACA trust assets belonging to intervening plaintiffs.

26. Defendant, David Marano, failed to direct the corporation to fulfill its statutory duties to preserve PACA trust assets and pay intervening plaintiffs for the produce supplied.

27. Defendant, David Marano's failure to direct the corporation to maintain PACA trust assets and pay intervening plaintiffs for the produce they supplied was an unlawful dissipation of trust assets by a corporate official.

28. As a result of said unlawful dissipation of trust assets, intervening plaintiffs have been deprived of their rights as beneficiaries in the produce trust and have been denied payment for the produce they supplied.

WHEREFORE, intervening plaintiffs requests judgment against defendant, David Marano, in the amount of \$10,642.00 to Strube, \$9,119.50 to Navilio, and \$2,986.00 to Coosemans, and for such other and further relief as the Court deems appropriate.

Count 5
(Unlawful Dissipation of Trust Assets by
a Corporate Official – Patricia Marano)

29. Intervening plaintiffs incorporate each and every allegation set forth in paragraph 1 to 28 above as if fully set forth herein.

30. Defendant, Patricia Marano, was an owner, officer and director who operated Tri-County during the period of time in question and who was in a position of control over the PACA trust assets belonging to intervening plaintiffs.

31. Defendant, Patricia Marano, failed to direct the corporation to fulfill its statutory duties to preserve PACA trust assets and pay intervening plaintiffs for the produce supplied.

32. Defendant, Patricia Marano's failure to direct the corporation to maintain PACA trust assets and pay intervening plaintiffs for the produce they supplied was an unlawful dissipation of trust assets by a corporate official.

33. As a result of said unlawful dissipation of trust assets, intervening plaintiffs have been deprived of their rights as beneficiaries in the produce trust and have been denied payment for the produce they supplied.

WHEREFORE, intervening plaintiffs requests judgment against defendant, Patricia Marano, in the amount of \$10,642.00 to Strube, \$9,119.50 to Navilio, and \$2,986.00 to Coosemans, and for such other and further relief as the Court deems appropriate.

Count 6
(Interest and Attorneys Fees)

34. Intervening plaintiffs incorporate each and every allegation set forth in paragraphs 1 to 33 above as if fully set forth herein.

35. As a result of defendants' failure to make full payment promptly of the collective amount of \$22,747.50, intervening plaintiffs have lost the use of said funds and have been required to pay attorney's fees and costs in order to bring this action to require defendants to comply with their statutory duties.

24. PACA and the invoices of intervening plaintiffs entitle intervening plaintiffs to recover prejudgment interest at a rate of 1.5% per month and attorney's fees incurred to collect any balance due from defendants.

WHEREFORE, intervening plaintiffs requests judgment against each of the defendants, jointly and severally, for prejudgment interest, costs and attorneys fees.

Dated this 14th day of July, 2008.

McCARRON & DIESS

LAW OFFICES OF WILLIAM B. KOHN

By: s/ Mary Jean Fassett

Mary Jean Fassett, ID#9078552
4900 Massachusetts Ave., N.W.
Suite 310
Washington, DC 20016
(202) 364-0400
mjf@mccarronlaw.com

By: s/ William B. Kohn

William B. Kohn, ARDC#6196142
150 N. Wacker Drive
Suite 1400
Chicago, Illinois 60606
(312) 553-1200
kohn@wbkohnlaw.com
Attorneys for Intervening Plaintiffs

EXHIBIT A

07/11/2008 11:27 FAX 1 312 226 7644

STRUBE CELERY & VEGETABLE

007

2404 S. Wolcott Ave. 16-20
Chicago, Illinois 60608**STRUBE CELERY & VEGETABLE COMPANY****** PRIMUS CERTIFIED ****Phone 312-226-7880
Fax 312-226-7644INVOICE #: 72332-10 JS
DATE: 29-MAY-2008 04:22 PM
CUST. NO.: 1036 POYSOLD TO: TRI COUNTY PRODUCE INC,
408 BROOK ST.
ELGIN, IL 60120**** REPRINT ****

INV #: 72332-10

BOOTH: 12

**** ASAP ****

TERMS:

Qty:

TYPE: PACA TERMS

LOT #	QTY	COMMODITY	DEPT.	PRICE	EXT. AMOUNT
	DJ				
85989	5	SPINACH, CELLO 8/100Z 3B DEJONG	1	7.50	\$37.50
	MORG				
85976	3	LIME, 230 40LB 3A LIME GUY	1	9.00	\$27.00
	AGRI				
85905	1	CABBAGE, MED 2C CRYSTAL	1	12.00	\$12.00
	FOOD				
85990	2	RADISH, CELLO 80Z. 3B CASCASE	1	9.00	\$18.00
	ELIT				
85959	1	WHT MUSH, 160Z 4D ELITE	1	14.50	\$14.50
	D'AR				
85968	5	LETTUCE, LEAF GREEN 3B ANDY BOY	1	13.00	\$65.00
	D'AR				
85968	10	LETTUCE, ROMAINE 1A ANDY BOY	1	14.00	\$140.00

Pkgs: 27 ** PALLETS OUT ____ PALLETS IN ____ **

INVOICE TOTAL:

\$314.00**Office Copy**

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5C of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499 (e)(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Interest of 1% per month will be added to the unpaid balance and all attorney fees incurred in connection with the collection of any balance due shall be considered owed in connection with the transaction under the PACA Trust.

EXHIBIT B

MICHAEL J. NAVILIO
2404 S. WOLCOTT
CHICAGO, IL

05/14/08
176907
Tri-County

2	CS Cucumbers, 24 count			
FARMER'S BEST	@	8.00 =	16.00	
1	CS Eggplant			
WISHNATZKI	@	20.00 =	20.00	
1	CS Yellow Peppers, Large			
11 # LARGE/LEYSON	@	28.00 =	28.00	
3	CS Red Peppers, Choice			
CEUTA XL	@	40.00 =	120.00	
5	CS Avocados			
48'S ALEJANDRINA 5/13	@	40.00 =	200.00	
1	CS Squash, Yellow			
BAY FANCY	@	18.00 =	18.00	
2	CS Zucchini			
SUNFED FANCY	@	11.00 =	22.00	
4	CS Broccolini			
3/2#	@	22.00 =	88.00	

MICHAEL J. NAVILIO & SON, INC.

● TOMATOES, VEGETABLES AND FRUITS ●

Chicago International Product Market
2404 S. Wolcott, Units 26 - 27, Chicago IL 60608
Tel. (312) 243-7515 Fax (312) 243-6377

Date: 05/14/08 (03:44:10) #1
Invoice: 176907
Customer: Tri-County
Ship to:

QUANTITY	DESCRIPTION	PRICE	AMOUNT
2	CS Cucumbers, 24 count		
FARMER'S BEST			
1	CS Eggplant		
WISHNATZKI			
1	CS Yellow Peppers, Large		
11 # LARGE/LEYSON			
3	CS Red Peppers, Choice		
CEUTA XL			
5	CS Avocados		
48'S ALEJANDRINA 5/13			
1	CS Squash, Yellow		
BAY FANCY			
2	CS Zucchini		
SUNFED FANCY			
4	CS Broccolini		
3/2#			

Duplicat

Total = 512.00

SEE RICH

By: Rich

Copy #1

CLAIMS MUST BE MADE WITHIN 24 HOURS OF DELIVERY

Payment due 10 days from the date of acceptance. The perishable agriculture commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agriculture Commodities Act, 1930 (7 U.S.C.) 1998(c). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Buyer agrees to pay interest of 1 1/2% per month on the unpaid balance and all collection costs including attorney's fees shall be considered as incurred in connection with this transaction under the PACA trust.

MICHAEL J. NAVILLO & SON INC.
2404 S. WOLCOTT - UNIT 28
CHICAGO, IL 60608

05/15/08
177086
Tri-County

1 CS Cucumbers, Super FARMER'S BEST	@ 16.00 =	16.00
2 CS Squash, Yellow SONORA QUEEN FANCY	@ 16.00 =	32.00
2 CS Zucchini SUNFED FANCY	@ 12.00 =	24.00
5 CS Avocados 48'S ALEJANDRINA (240)	@ 40.00 =	200.00

MICHAEL J. NAVILLO & SON, INC.

● TOMATOES, VEGETABLES AND FRUITS ●

Chicago International Product Market
2404 S. Wolcott, Units 26 - 27, Chicago IL 60608
Tel. (312) 243 7515 Fax (312) 243-6377

Date: 05/15/08 (03:45:12) #1
Invoice: 177086
Customer:
Ship to: Tri-County

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	CS Cucumbers, Super FARMER'S BEST	6001 : cr	
2	CS Squash, Yellow SONORA QUEEN FANCY	5975 : cr	
2	CS Zucchini SUNFED FANCY	6026 : cr	
5	CS Avocados 48'S ALEJANDRINA (240)	5979 : cr	

SEE RICH

Duplicat

Total = 272.00

By: Dean

Copy #1

CLAIMS MUST BE MADE WITHIN 24 HOURS OF DELIVERY

Payment due 10 days from the date of acceptance. The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agriculture Commodities Act, 1930 (7 U.S.C. 4991(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Buyer agrees to pay interest of 1 1/2% per month on the unpaid balance and all collection costs including attorney's fees shall be considered sums owed in connection with this transaction under the PACA trust.

EXHIBIT C

**PERISHABLE AGRICULTURAL COMMODITIES ACT
NOTICE OF INTENT TO PRESERVE TRUST BENEFITS**

DATE: 10-Jul-08

DEBTOR'S NAME: Tri-Country Produce, Inc.

STREET ADDRESS: 408 Brook Street
CITY, STATE, ZIP: Elgin, Illinois 60120

CREDITOR'S NAME: Coosemans Chicago, Inc.

STREET ADDRESS: 2404 S. Wolcott, Unit # 13
CITY, STATE: Chicago, Illinois 60608

PAYMENT IN DAYS: 10

NUMBER OF SHIPMENTS: 16

COMMODITY: MIXED FRUITS AND VEGETABLES

<u>Invoice Number</u>	<u>Date of Shipment/ Acceptance</u>	<u>Date Payment Due</u>	<u>Invoice Price</u>	<u>Amount Past Due/Unpaid</u>
576351	6/4/2008	6/14/2008	\$ 181.50	\$ 181.50
576591	6/5/2008	6/15/2008	\$ 212.00	\$ 212.00
576797	6/6/2008	6/16/2008	\$ 89.00	\$ 89.00
577493	6/10/2008	6/20/2008	\$ 267.50	\$ 267.50
577705	6/11/2008	6/21/2008	\$ 220.50	\$ 220.50
577707	6/11/2008	6/21/2008	\$ 7.50	\$ 7.50
577870	6/12/2008	6/22/2008	\$ 21.00	\$ 21.00
577899	6/12/2008	6/22/2008	\$ 339.00	\$ 339.00
577926	6/12/2008	6/22/2008	\$ 7.50	\$ 7.50
578774	6/17/2008	6/27/2008	\$ 342.00	\$ 342.00
578969	6/18/2008	6/28/2008	\$ 355.50	\$ 355.50
579148	6/19/2008	6/29/2008	\$ 304.00	\$ 304.00
579380	6/20/2008	6/30/2008	\$ 121.00	\$ 121.00
579382	6/20/2008	6/30/2008	\$ 123.50	\$ 123.50
580092	6/25/2008	7/5/2008	\$ 214.00	\$ 214.00
580269	6/26/2008	7/6/2008	\$ 180.50	\$ 180.50

TOTAL AMOUNT PAST DUE AND UNPAID: \$ 2,986.00

TO: Tri-County Produce, Inc, (via fax 847-742-9975)

TRANSMISSION VERIFICATION REPORT

TIME : 07/10/2008 14:53
 NAME : MCCARRON AND DIES
 FAX : 2023642731
 TEL : 2023640400
 SER.# : BR01J759673

DATE, TIME
 FAX NO./NAME
 DURATION
 PAGE(S)
 RESULT
 MODE

07/10 14:52
 18477429975
 00:00:45
 01
 OK
 STANDARD
 ECM

**PERISHABLE AGRICULTURAL COMMODITIES ACT
 NOTICE OF INTENT TO PRESERVE TRUST BENEFITS**

DATE: 10-Jul-08

DEBTOR'S NAME: Tri-Country Produce, Inc.

STREET ADDRESS: 408 Brook Street
CITY, STATE, ZIP: Elgin, Illinois 60120

CREDITOR'S NAME: Coosemans Chicago, Inc.

STREET ADDRESS: 2404 S. Wolcott, Unit # 13
CITY, STATE: Chicago, Illinois 60608

PAYMENT IN DAYS: 10

NUMBER OF SHIPMENTS: 16

COMMODITY: MIXED FRUITS AND VEGETABLES

<u>Invoice Number</u>	<u>Date of Shipment/ Acceptance</u>	<u>Date Payment Due</u>	<u>Invoice Price</u>	<u>Amount Past Due/Unpaid</u>
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576591	6/5/2008	6/15/2008	\$ 212.00	\$ 212.00
576797	6/6/2008	6/16/2008	\$ 89.00	\$ 89.00
577493	6/10/2008	6/20/2008	\$ 267.50	\$ 267.50
577705	6/11/2008	6/21/2008	\$ 220.50	\$ 220.50
577707	6/11/2008	6/21/2008	\$ 7.50	\$ 7.50

TRANSMISSION VERIFICATION REPORT

TIME : 07/10/2008 14:54
 NAME : MCCARRON AND DRESS
 FAX : 2023642731
 TEL : 2023640400
 SER. # : BR01J759673

DATE, TIME	07/10 14:54
FAX NO./NAME	13122266976
DURATION	00:00:23
PAGE(S)	01
RESULT	OK
MODE	STANDARD ECM

**PERISHABLE AGRICULTURAL COMMODITIES ACT
 NOTICE OF INTENT TO PRESERVE TRUST BENEFITS**

DATE: 10-Jul-08

DEBTOR'S NAME: Tri-Country Produce, Inc.

STREET ADDRESS: 408 Brook Street
 CITY, STATE, ZIP: Elgin, Illinois 60120

CREDITOR'S NAME: Coosemans Chicago, Inc.

STREET ADDRESS: 2404 S. Wolcott, Unit # 13
 CITY, STATE: Chicago, Illinois 60608

PAYMENT IN DAYS: 10

NUMBER OF SHIPMENTS: 16

COMMODITY: MIXED FRUITS AND VEGETABLES

<u>Invoice Number</u>	<u>Date of Shipment/ Acceptance</u>	<u>Date Payment Due</u>	<u>Invoice Price</u>	<u>Amount Past Due/Unpaid</u>
576351	6/4/2008	6/14/2008	\$ 181.50	\$ 181.50
576591	6/5/2008	6/15/2008	\$ 212.00	\$ 212.00
576797	6/6/2008	6/16/2008	\$ 89.00	\$ 89.00
577493	6/10/2008	6/20/2008	\$ 267.50	\$ 267.50
577705	6/11/2008	6/21/2008	\$ 220.50	\$ 220.50
577707	6/11/2008	6/21/2008	\$ 7.50	\$ 7.50

EXHIBIT D

JUL-10-2008 13:15

COOSEMANS CHICAGO

1312 226 6976 P.19/19

COOSEMANS CHICAGO, INC.

2404 S. Wolcott, Unit #13 • Chicago, IL 60608

Tel: (312) 226-6972 • FAX: (312) 226-6976

INVOICE #

516591

Sold To:

TRI COUNTY

Address:

Telephone:

TERMS 10 DAYS NET	P.O. #	ORDERED BY	SOLD BY	DATE
			PT	6-5-08
BELGIAN ENDIVE		WATER CRESS		RED PEPPER
BABY BROCCOLI		HYDRO HERB		YELLOW PEPPER
RADICCHIO		HYDRO BOSTON		ORANGE PEPPER
BACON		CRISPEN		FINGERHOT
15 MEXICAN	1000	ARUGULA		PGH
LOLLA ROSA		7 BARE (W)	500	STAR FRUIT
BABY RED OAK		CHERVIL		KUMQUAT
BABY GREEN OAK		CUCUMBER		BLOOD ORANGES
BABY MIX LETTUCE		CELANO		LEMON LEAVES
BABY GREEN ROMANE		TAPACON		PORTABELLA
BABY RED ROMANE		MARJORAM		1100 CROWN
GARDEN		1 MINT	100	CYTTER
AMERICAN		OREGANO		ASHTAKE
FX BABY BROCCOLI		ROSEMARY		B-CHITAKE
CASSAN		SAGE		PORT CAP
LITE CAESAR		THYME		SLICED PORT
COLE SLAW		MINI CUCUMBER		BABY BELLA
DOUBLE CARROT		CUCUMBER		
SWEET BUTTER		FRENCH BEAN		
FIELD GREEN		BABY ZUCCHINI		
ITALIAN		BABY SUNBURST		
LETTUCE BLOND		BABY BUTTER PAN		
ROVERIA		BABY CARROT		
CAL CROOKER		TURK CARROT		
ROMAN HEART		BABY TURNIP		
MIXED LETTUCE		BABY BEET		
SPRING MIX		BABY GOLD BEET		
VEGGIE LOVER		BABY STRIKE MIX		
ASIAN		4 SEEDLESS CUCUMBER	1100	
BUT CAESAR		BABY CUCUMBER		
SALSA		BEEP TOMATO		
TRIPLE HEART		VINE TOMATO		
LETTUCE TRIO		GRAPES TOMATO		
PREMIUM ROMANE		DESSERT GLORY		
IBINO BLEND		YELLOW TOMATO		
SWISS BABY		YELLOW PEAR TOMATO		
VEG SPRING MIX		RED PEAR TOMATO		
ALPACA SPROUTS 20		YELLOW CHERRY TOMATO		
ALPACA CUPS		RED CHERRY TOMATO		
BEAN SPROUTS		ROMA GRASS		
3 COL GARLIC		LARGE GRASS		
ELEPHANT GARLIC		STANDARD GRASS		
POBLANO GARLIC		SMALL GRASS		
DRY BIALLOTS		WHITE GRASS		
PREPARED BIALLOTS		ANISE		
14-16 PBL ONION		TUSCAN KALE		
CIPOLLINI		SHANG HAI		
BOILER		ARTICHOKE		
FRANZONI		ARTICHOKE		

Claims must be made within 24 hours after delivery. Past due accounts subject to interest charge of 1 1/2% per month. Cost of any action taken to collect overdue accounts, including attorney's fees, or agent costs, shall be borne by purchaser.

TOTAL

212 00

AIRLINES	FLT. #	AIRBILL #	CONTAINER #	AIRPORT OF DESTINATION

TOTAL P.19

JUL-10-2008 13:13

COOSEMANS CHICAGO

1312 226 6976 P.17/19

COOSEMANS CHICAGO, INC.

2404 S. Wolcott, Unit #13 • Chicago, IL 60608

Tel: (312) 226-6972 • FAX: (312) 226-6976

INVOICE #

J10331

Sold To:

TRI COUNTY

Address:

Telephone:

TERMS		PO. #	ORDERED BY		SOLD BY		DATE	
10 DAYS NET					PT		6-4-08	
ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE	AMOUNT	ITEM	QUANTITY	UNIT
BELGIAN ENDIVE			WATER CRESS			RED PEPPER		
BABY FRISBEE			HYDRO BBS			YELLOW PEPPER		
RADICCHO			HYDRO BOSTON			ORANGE PEPPER		
NACHE			CRESS			FINGERHOT		
HERCULON	650		ARUGULA			PROS		
LOLLA ROSA			BASIL			STAR FRUIT		
BABY RED OAK			CHERVIL			KUMQUAT		
BABY GREEN OAK			CHIVES			BLOOD ORANGES		
BABY MIX LETTUCE			CILANTRO			LEMON LEAVES		
BABY GREEN ROMAINE			TARAGON			PORTOBELLA		
BABY ROMAINE			MARJORAM			CRIMINI		
GARDEN			MINT			OYSTER		
AMERICAN			OREGANO			ASHITAKE		
FX BABY SPINACH			ROSEMARY	750		B-SHITAKE		
CABBAR			SAGE			PORT CAP		
LITE CABBAR			THYME			SLICED PORT		
COLE SLAW			MICRO GREEN			BABY BELLA		
DOUBLE CARROT			ORCHID					
SWEET BUTTER			FRENCH BEAN					
FIELD GREEN			BABY ZUC					
ITALIAN			BABY SUNBURST					
LETTUCE BLEND			BABY PATTY PAN					
RIVERIA			BABY CARROT					
CAL CRESS			TURK CARROT					
ROMAN HEART			BABY TURNIP					
SHRED LETTUCE			BABY BEET					
SPRING MIX			BABY GOLD BEET					
VEGGIE BLEND			BABY STRIP BEET					
ASIAN			SEEDLESS CUKE	1400				
BLT CABBAR			BABY EGGPLANT					
SALAD			HEEP TOMATO					
TRIPLE HEART			VINE TOMATO					
LETTUCE BLEND			GRAPE TOMATO					
PREMIUM ROMAINE			DESERT GLORY					
SUN BLEND			YELLOW TOMATO					
SWEET BABY			YELLOW PEAR TOMATO					
VEG SPRING MIX			RED PEAR TOMATO					
2 ALFALFA SPROUTS 25	600		YELLOW CHERRY TOMATO					
ALFALFA CUPS			RED CHERRY TOMATO					
BEAN SPROUTS			JUNBO GRASS					
8 COL GARLIC			LARGE GRASS					
ELPHANT GARLIC			STANDARD GRASS					
PEELED GARLIC			SMALL GRASS					
DRY SHALLOTS			WHITE GRASS					
PEELED SHALLOTS			ANISE					
W-R-S PRL CARON			TUSCAN KALE					
CIPOLLINI			SHANG HAI					
BOILER			ARTICHOK					
FINGERLING			ARTICHOK					

Claims must be made within 24 hours after delivery. Past due accounts subject to interest charge of 1 1/2% per month. Cost of any action taken to collect overdue accounts, including attorney's fees, or agent costs, shall be borne by purchaser.

TOTAL

181.50

AIRLINES	FLT. #	AIRBILL #	CONTAINER #	AIRPORT OF DESTINATION

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